TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Telmar Network Technology, Inc.		112/30/2004	Telmar Network Technology, Inc.: NEW JERSEY

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation	
Street Address:	1 CIT Drive	
City:	Livingston	
State/Country:	NEW JERSEY	
Postal Code:	07039	
Entity Type:	CORPORATION: NEW JERSEY	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2224543	DSC DEX CMS	
Serial Number:	76100343	TELMAR NETWORK TECHNOLOGY	

CORRESPONDENCE DATA

Fax Number: (215)851-1420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (215) 241-7991

Email: nkumar@reedsmith.com

Correspondent Name: Nanda P.B.A. Kumar, Esquire

Address Line 1: 1650 Market Street
Address Line 2: One Liberty Place

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Nanda P.B.A. Kumar	
Signature:	/Nanda P.B.A. Kumar/	
Date:	01/19/2005 TPADEMARK	

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NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TELMAR NETWORK TECHNOLOGY, INC. ("Obligor") with principal offices at 15776 Laguna Canyon Road, Irvine, California 92618, hereby grants to CIT LENDING SERVICES CORPORATION, as Agent (the "Secured Party") with offices at 1 CIT Drive, Livingston, New Jersey 07039, a security interest in all of the Obligor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Trademarks") set forth in Schedule A attached hereto; all Proceeds (as such term is defined in the Security Agreement referred to below) of the Trademarks, the goodwill of the businesses with which the Trademarks are associated and, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the "Security Interest").

THIS NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS (this "Notice"), effective December 20 2004, is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement) of the Obligor, subject to the terms and conditions of the Security Agreement dated December 20, 2004, made by the Obligor, the other grantors from time to time party thereto and the Secured Party (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Notice has been issued in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the Security Interest are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Notice are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has executed this Notice this 3Dday of December, 2004.

> TELMAR NETWORK TECHNOLOGY, INC.

STATE California COUNTY OF Orenge

ss:

On this 30 day of December, 2004, before me personally came who, being by me duly sworn, did state as follows: that he is of TELMAR NETWORK TECHNOLOGY, INC., that he is authorized to execute the foregoing Notice on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

PAT PARENTEAU COMM. #1499141 otary Public-California ORANGE COUNTY My Comm. Exp. July 6, 2008

SCHEDULE A

Trademark	Serial/Reg. No.	Filing/Reg. Date
DCS DEX CMS	2,224,543	2/28/89
Telmar Network Technology	76/100343	6/2/98

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